

FSSS – FOREST SERVICE SUPPLEMENTAL SPECIFICATIONS  
FY12 SIOUX STORM DAMAGE REPAIR

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**Preface**

Preface\_wo\_03\_15\_2004\_m

Delete all but the first paragraph and add the following:

The Forest Service, US Department of Agriculture has adopted FP-03 for construction of National Forest System Roads.

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## 101 - Terms, Format, and Definitions

101.01\_nat\_us\_04\_04\_2007

### 101.01 Meaning of Terms

Delete all references to the TAR (Transportation Acquisition Regulations) in the specifications.

101.01\_nat\_us\_04\_17\_2007

### 101.01 Meaning of Terms

Delete all references to the FAR (Federal Acquisition Regulations) in the specifications.

101.03\_nat\_us\_06\_16\_2006

### 101.03 Abbreviations.

Add the following to (a) Acronyms:

AFPA	American Forest and Paper Association
MSHA	Mine Safety and Health Administration
NIST	National Institute of Standards and Technology
NESC	National Electrical Safety Code
WCLIB	West Coast Lumber Inspection Bureau

Add the following to (b) SI symbols:

mp	Milepost
ppm	Part Per Million

### (d) Slope notation (vertical : horizontal)

Delete subsection (d) in its entirety and replace with the following:

**(d) Slope notation (horizontal : vertical).** Express slope as the ratio of number of units horizontal to one unit vertical.

101.04\_nat\_us\_03\_29\_2007

### 101.04 Definitions.

Delete the following definitions and substitute the following:

**Bid Schedule**--The Schedule of Items.

**Bridge**--No definition.

**Contractor**--The individual or legal entity contracting with the Government for performance of prescribed work. In a timber sale contract, the contractor is the “purchaser”.

**Culvert**--No definition.

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**Right-of-Way**--A general term denoting (1) the privilege to pass over land in some particular line (including easement, lease, permit, or license to occupy, use, or traverse public or private lands), or (2) Real property necessary for the project, including roadway, buffer areas, access, and drainage areas.

Add the following:

**Adjustment in Contract Price**--“Equitable adjustment,” as used in the Federal Acquisition Regulations, or “construction cost adjustment,” as used in the Timber Sale Contract, as applicable.

**Change**--“Change” means “change order” as used in the Federal Acquisition Regulations, or “design change” as used in the Timber Sale Contract.

**Design Quantity (DQ)**--“Design quantity” is a Forest Service method of measurement from the FS-96 *Forest Service Specifications for the Construction of Roads and Bridges*. Under these FP specifications this term is replaced by the term “Contract Quantities”.

**Forest Service**--The United States of America, acting through the Forest Service, U.S. Department of Agriculture.

**Neat Line**--A line defining the proposed or specified limits of an excavation or structure.

**Pioneer Road**--Temporary construction access built along the route of the project.

**Purchaser**--The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through agents, employees, or subcontractors.

**Protected Streamcourse**--A drainage shown on the plans or timber sale area map that requires designated mitigation measures.

**Road Order**--An order affecting and controlling traffic on roads under Forest Service jurisdiction. Road Orders are issued by a designated Forest Officer under the authorities of 36 CFR, part 260.

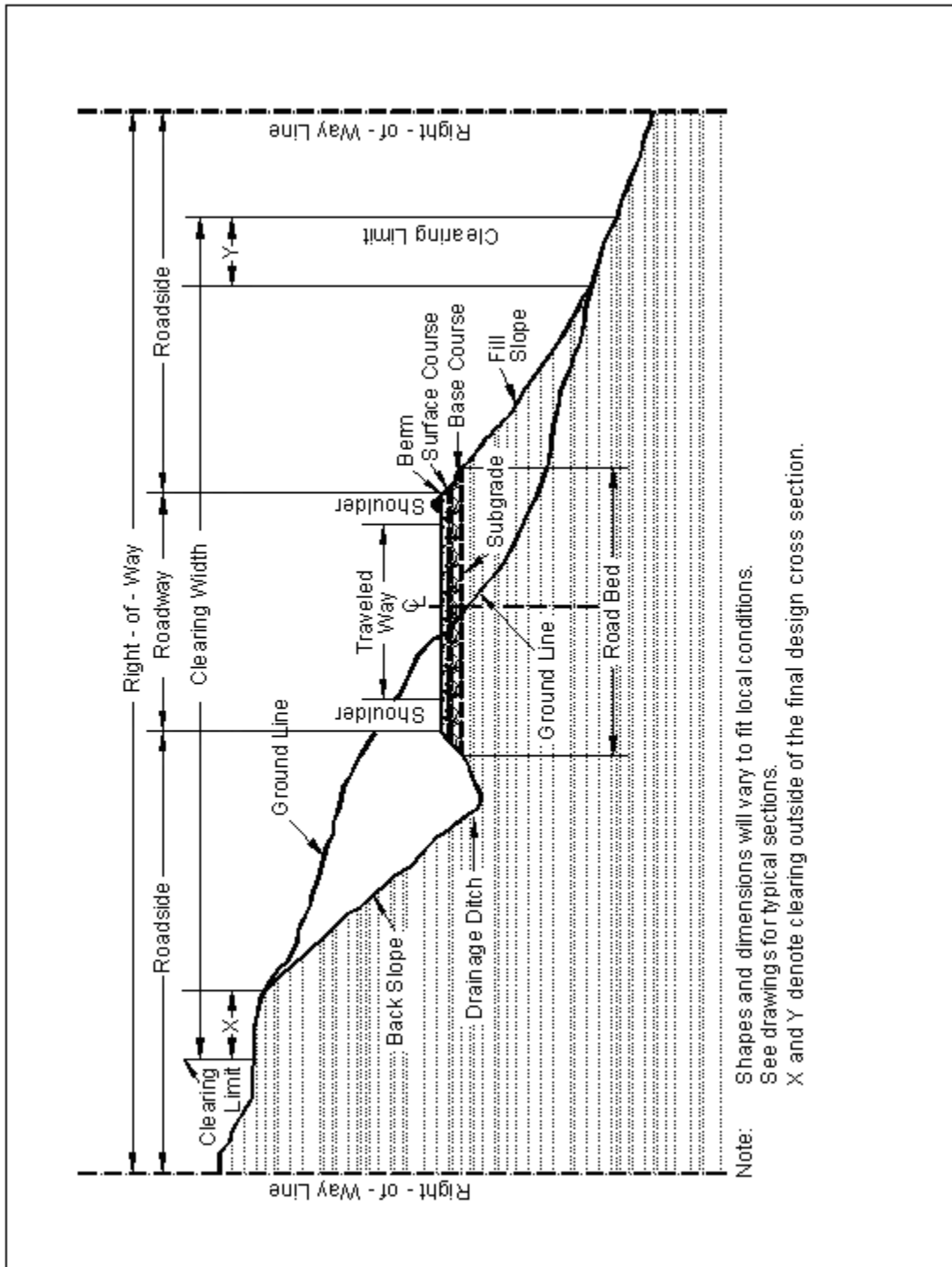
**Schedule of Items**--A schedule in the contract that contains a listing and description of construction items, quantities, units of measure, unit price, and amount.

**Utilization Standards**--The minimum size and percent soundness of trees described in the specifications to determine merchantable timber.

Add Figure 101-1—Illustration of road structure terms:

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Figure 101-1—Illustration of road structure terms.



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**102 - Bid, Award, and Execution of Contract**

102.00\_nat\_us\_02\_16\_2005

**102 Bid, Award, and Execution of Contract**

Delete Section 102 in its entirety.

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## **103 - Scope of Work**

103.00\_nat\_us\_02\_16\_2005

### **Deletions**

Delete all but subsection 103.01 Intent of Contract.

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## **104 - Control of Work**

104.00\_nat\_us\_06\_16\_2006

### **Deletions**

Delete Sections 104.01, 104.02, and 104.04.

104.06\_nat\_us\_02\_17\_2005

Add the following subsection:

### **104.06 Use of Roads by Contractor**

The Contractor is authorized to use roads under the jurisdiction of the Forest Service for all activities necessary to complete this contract, subject to the limitations and authorizations designated in the Road Order(s) or described in the contract, when such use will not damage the roads or national forest resources, and when traffic can be accommodated safely.

Existing roads shall remain open during the project. The Contractor may close the road for short periods of time but the closure shall not exceed 30 minutes without prior written approval of the Contracting Officer. The Contractor shall promptly open all roads to emergency traffic.

All road and traffic related signing shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).



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**105 - Control of Material**

105.00\_01\_us\_10\_13\_2006

**105.01 Source of Supply and Quality Requirements.**

Add the following:

All materials incorporated into the project shall be noxious weed seed free.

**(b) Contractor-Located Sources.**

Add the following:

Obtain approval by the CO of commercial sources prior to source development.

105.05\_nat\_us\_05\_12\_2004

**105.05 Use of Material Found in the Work.**

Delete 105.05 (a) and (b) and the last sentence of the second paragraph and substitute the following:

Materials produced or processed from Government lands in excess of the quantities required for performance of this contract are the property of the Government. Contractor shall stockpile excess materials in a stable condition in a location to be approved by the CO. The Government is not obligated to make reimbursement for the cost of producing or stockpiling excess materials.

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## **106 - Acceptance of Work**

106.01\_nat\_us\_07\_31\_2007

### **106.01 Conformity with Contract Requirements.**

Delete Subsection 106.01 and substitute the following:

References to standard test methods of AASHTO, ASTM, GSA, and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown on the plans or specified in the contract.

Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is more strict.

Plan dimensions and contract specification values are the values to be strived for and complied with as the design values from which any deviations are allowed. Perform work and provide material that is uniform in character and reasonably close to the prescribed value or within the specified tolerance range. The purpose of a tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

When standard manufactured items are specified (such as fence, wire, plates, rolled shapes, pipe conduits, etc., that are identified by gauge, unit mass, section dimensions, etc.), the identification will be considered to be nominal masses or dimensions. Unless specific contract tolerances are noted, established manufacturing tolerances will be accepted.

The Government may inspect, sample, or test all work at any time before final acceptance of the project. When the Government tests work, copies of test reports are furnished to the Contractor upon request. Government tests may or may not be performed at the work site. If Contractor testing and inspection is verified by the Government, the Contractor's results may be used by the Government to evaluate work for acceptance. Do not rely on the availability of Government test results for process control.

Acceptable work conforming to the contract will be paid for at the contract unit bid price. Four methods of determining conformity and accepting work are described in Subsections 106.02 to 106.05 inclusive. The primary method of acceptance is specified in each Section of work. However, work may be rejected at any time it is found by any of the methods not to comply with the contract.

Remove and replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted, at no cost to the Government.

**(a) Disputing Government Test Results.** If the accuracy of Government test results is disputed, promptly inform the CO. If the dispute is unresolved after reasonable steps are taken to resolve the dispute, further evaluation may be obtained by written request. Include a narrative describing the dispute and a proposed resolution protocol that addresses the following:

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- (1) Sampling method;
- (2) Number of samples;
- (3) Sample transport;
- (4) Test procedures;
- (5) Testing laboratories;
- (6) Reporting;
- (7) Estimated time and costs; and
- (8) Validation process.

If the evaluation requires additional sampling or testing be performed, mutually agree with the Government on witnessing procedures and on sampling and testing by a third party laboratory. Use a third party laboratory accredited by the AASHTO accreditation program. Provide proof of the laboratory's accreditation for the test procedures to be used. Do not use the same laboratory that produced the disputed Government test results or that produced the test results used as a basis for the dispute.

The CO will review the proposed resolution protocol and may modify it before final approval and execution.

The Government will use the approved resolution protocol test results to determine the validity of the disputed testing. If the Government test results are validated, the Contractor will be responsible for all costs associated with developing and performing the resolution protocol. If the Government test results are not validated, the Government will be responsible for all costs associated with developing and performing the resolution protocol. If the validity of the Government test results cannot be determined, the Contractor and Government will equally share all costs associated with developing and carrying out the resolution protocol.

**(b) Alternatives to Removing and Replacing Non-Conforming Work.** As an alternative to removal and replacement, the Contractor may submit a written request to:

- (1) Have the work accepted at a reduced price; or
- (2) Be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The CO will determine disposition of the nonconforming work.

106.07\_nat\_us\_05\_11\_2004

**106.07 Delete**

Delete subsection 106.07.

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## **107 - Legal Relations and Responsibility to the Public**

107.05\_nat\_us\_05\_11\_2004

### **107.05 Responsibility for Damage Claims.**

Delete the entire subsection.

107.06\_nat\_us\_06\_16\_2006

### **107.06 Contractor's Responsibility for Work.**

Delete the following from the first paragraph:

“except as provided in Subsection 106.07”.

107.08\_nat\_us\_05\_11\_2004

### **107.08 Sanitation, Health, and Safety.**

Add the following:

Perform all operations in a prudent, conscientious, safe and professional manner.

Ensure that all personnel involved in handling and packaging of hazardous materials are trained for the level of expertise required for the proper performance of the task, including; the areas of chemical incompatibility, general first aid procedures, and spills. Provide handling and personal protective equipment appropriate to ensure safe handling of the hazardous waste according to 29 CFR 1910.120. Notify the Forest Service of all hazardous material that may be brought onto the National Forest.

107.10\_nat\_us\_06\_16\_2006

### **107.10 Environmental Protection.**

Add the following:

Design and locate equipment repair shops, stationary refueling sites, or other facilities to minimize the potential and impacts of hazardous material spills on Government land.

Before beginning any work, submit a Hazardous Spill Plan. List actions to be taken in the event of a spill. Incorporate preventive measures to be taken, such as the location of mobile refueling facilities, storage and handling of hazardous materials, and similar information.

Immediately notify the CO of all hazardous material spills. Provide a written narrative report form no later than 24 hours after the initial report and include the following:

- Description of the item spilled (including identity, quantity, manifest number, and other identifying information).
- Whether amount spilled is EPA or state reportable, and if so whether it was reported, and to whom.

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- Exact time and location of spill including a description of the area involved.
- Containment procedures.
- Summary of any communications the Contractor had with news media, Federal, state and local regulatory agencies and officials, or Forest Service officials.
- Description of clean-up procedures employed or to be employed at the site including final disposition and disposal location of spill residue.

When available provide copies of all spill related clean up and closure documentation and correspondence from regulatory agencies.

The Contractor is solely responsible for all spills or leaks that occur during the performance of this contract. Clean up spills or leaks to the satisfaction of the CO and in a manner that complies with Federal, state, and local laws and regulations.

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**108 - Prosecution and Progress**

108.00\_nat\_us\_02\_16\_2005

**108 Delete.**

Delete Section 108 in its entirety.

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## 109 - Measurement and Payment

109.00\_nat\_us\_02\_17\_2005

### 109 Deletions

Delete the following entire subsections:

**109.06 Pricing of Adjustments.**

**109.07 Eliminated Work.**

**109.08 Progress Payments.**

**109.09 Final Payment.**

109.00\_01\_us\_10\_10\_2006

### 109.02 Measurement Terms and Definitions.

Change the following:

All references of “Mass” or “Masses” to “Weight” in U.S. Customary Units.

#### **(b) Contract quantity.**

Add the following:

Contract quantities (CQ) will be adjusted only when there are errors in the original design of 15% or more.

Change the following subsection title:

“(b) Cubic yard” to “(c) **Cubic yard**”.

Add the following definition:

**(p) Actual quantity.** (AQ) These quantities are determined from measurements of completed work.

**(q) Lump Sum Quantity** (LSQ) These quantities denote one complete unit of work as required by or described in the contract, including necessary materials, equipment, and labor to complete the job.

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## **151 - Mobilization**

151.00\_01\_us\_10\_11\_2006

Delete Section 151 in its entirety and replace with the following:

### **Description**

**151.01** This work consists of moving personnel, equipment, material, and incidentals to the project and performing all work necessary before beginning work at the project site; obtaining permits, insurance, and bonds. This work also includes washing and treating construction equipment and vehicles necessary for equipment transport to remove seeds, plants, and plant fragments before the equipment is used on Forest Service lands, according to the requirements within.

### **Construction Requirements**

Wash the sides, tops, and undercarriages of all construction equipment. Remove all seeds, plants, plant fragments, dirt, and debris from the construction equipment. Only equipment inspected by the Forest Service will be allowed to operate within the project area. All subsequent move-ins of equipment to the project area will be treated in the same manner as the initial move-in. This requirement does not apply to cars, pickup trucks, and other vehicles that regularly travel between the construction site and areas off the National Forest.

Equipment will be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment, components or the need for specialized inspection tools is not required.

Notify the CO in writing at least 72 hours before moving any construction equipment onto the national forest. Notification will include an agreed upon location where the equipment will be available for inspection by the Forest Service. Inspection will be required after every cleaning.

Use methods of cleaning and locations for cleaning approved by the CO.

For work at a commercial washing facility, use an approved facility.

New infestations of noxious weeds of concern to Forest Service and identified by either Contractor or Forest Service, in the Project Area or on the haul route, will be promptly reported to the other party. Contractor and Forest Service will agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to Forest Service is available at each Forest Service office.

### **Measurement**



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**151.02** Clean equipment prior to moving onto this project. The initial cleaning will not be included in the measurement for payment. Payment for cleaning will only be made if subsequent cleanings are ordered by the CO. Measurement shall be on an “each” basis, meaning one complete cleaning of all equipment required for this contract. Subsequent cleanings necessitated by the Contractor’s actions but not directed by the CO will not be included in the measurement for payment.

Measure mobilization according to Subsection 109.02.

**Payment**

**151.03** The accepted quantity, measured as provided in Subsection 109.02, will be paid at the contract price per unit of measurement for the Section 151 pay item shown in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Progress payments for mobilization lump sum will be paid as follows:

- (a) If applicable, bond premiums will be reimbursed according to FAR Clause 52.232-5 Payments Under Fixed-Price Construction Contracts, after receipt of the evidence of payment.
- (b) When 5 percent of the original contract amount is earned from other bid items, 50 percent of the mobilization item, or 5 percent of the original contract amount, whichever is less, will be paid.
- (c) When 10 percent of the original contract amount is earned from other bid items, 100 percent of the mobilization item, or 10 percent of the original contract amount, whichever is less, will be paid.
- (d) Any portion of the mobilization item in excess of 10 percent of the original contract amount will be paid after final acceptance.

Include all costs associated with the initial cleaning of equipment in the unit bid price for Mobilization. Cleaning for subsequent move-ins will not be paid for unless after a suspension ordered by the CO.

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**155 - Schedules for Construction Contracts**

155.00\_nat\_us\_05\_11\_2004

**155 Delete.**

Delete Section 155 in its entirety.

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## 156 - Public Traffic

156.00\_01\_us\_10\_10\_2006

Delete Section 156 in its entirety and replace with the following:

### Description

**156.01** This work consists of controlling and protecting public traffic adjacent to and within the project.

### Material

**156.02** Conform to the MUTCD and the following Sections and Subsections:

Construction sign panels	633
Retroreflective sheeting	718.01
Temporary concrete barrier	618
Temporary plastic fence	710.11
Temporary traffic control devices	718.22

**156.03 General.** Unless otherwise provided for in Subsection 156.05, keep existing roads open to all traffic during road improvement work, and maintain them in a condition that will safely and adequately accommodate traffic.

Perform no work that interferes or conflicts with traffic or existing access to the roadway surface until a traffic control plan in accordance with MUTCD Part 6A.01 has been approved. Post construction signs and traffic control devices in conformance with MUTCD. Assure that all required signs are in place and approved prior to beginning work on project.

Do not construct detours outside of the clearing limits or use alternate route detours without the approval of the CO.

**156.04 Temporary Traffic Control.** Install and maintain temporary traffic control devices adjacent to and within the project as required by the approved traffic control plan and the MUTCD.

**156.05 Temporary Closures.** Road segments may be closed during normal week days while under construction. Roads shall be made open and passable over weekend days or federal holidays. Prior to closing roads during construction, give written notice to the CO at least 7 days in advance.

**156.06 Emergency Access.** Road segments otherwise closed shall be made open and passable for emergency vehicles when needed.

**156.07 Acceptance.** Public traffic work will be evaluated under Subsection 106.02.

### Measurement and Payment

**156.08** Do not measure Public Traffic for payment. Compensation is made as an indirect payment.